

Court who tried the action, in the absence of any evidence that the defendant knew of the condition of the sheep, nonsuited the plaintiff; but a Divisional Court (Lawrence and Avory, JJ.) held that he was wrong; and that in case of trespass the question of *scienter* is immaterial, and therefore that the plaintiff was entitled to recover all damages consequent on the presence of the defendant's sheep on the plaintiff's land as well before as after they had been interned on the plaintiff's land, on the discovery of the disease, pursuant to an order made under the Diseases of Animals Act, 1894.

EMPLOYER AND EMPLOYEE—CONTRACT OF HIRING—IMPLIED CONDITION—TERMINATION OF CONTRACT—REASONABLE NOTICE.

*Payzu v. Hannaford* (1918) 2 K.B. 348. This was a case stated by a magistrate, on a complaint made by an employer that the defendant being employed in their service at a weekly wage of 35s. had left the employment without notice—in consequence of which the complainants claimed damages 35s. less 5s. 10d., one day's wages, which the defendant had actually worked. The magistrate was of opinion that it was not an implied term of the contract of service that the party desirous of terminating it should give a week's notice and he thereupon dismissed the complaint; but a Divisional Court (Darling, Lawrence, and Avory, JJ.) held that in the absence of an express agreement to the contrary, it is an implied condition of every contract of hiring that it cannot be determined by either except upon reasonable notice, and that in the case of a weekly hiring, a week's notice is a reasonable notice, and in the case of a daily hiring a day's notice is a reasonable notice; and because it was not quite clear on the facts presented to the Court whether the contract in question was a weekly, or daily hiring, the case was remitted for further investigation on that point.

LANDLORD AND TENANT—NOTICE TO QUIT—COVERING LETTER—VALIDITY OF NOTICE—UNCERTAINTY.

*Norfolk v. Child* (1918) 2 K.B. 351. The point in issue in this case was the validity of a notice to quit on October 11, 1917, accompanied by a letter from the agent of the landlord in the following terms: "I am instructed by the Small Holdings and Allotment Committee to serve upon you the enclosed notice to quit which is intended to terminate the tenancy at Michaelmas next unless they see sufficient reason in the meantime to change their opinion." It was claimed by the tenant that this rendered the notice uncertain and therefore void and the Judge of the